

**MEMORANDUM OF AGREEMENT
AMONG THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE
U.S. GENERAL SERVICES ADMINISTRATION, U.S. NAVY,
AND THE TEXAS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE NAVAL WEAPONS INDUSTRIAL RESERVE PLANT, DALLAS,
TEXAS**

WHEREAS, the Naval Weapons Industrial Reserve Plant (NWIRP Dallas or the Property) is located within the city limits of the City of Dallas, Dallas County, Texas (hereinafter referred to as "NWIRP Dallas" or the "Property") and is a government-owned, contractor operated military industrial installation comprising approximately 314 acres of land, more or less; and,

WHEREAS, NWIRP Dallas, originally known as Plancor #25 is currently under the jurisdiction of the United States Navy (the "Navy"); and,

WHEREAS, the Navy has determined the NWIRP Dallas to be excess to its needs and is available for disposal as surplus to the needs of the United States of America; and,

WHEREAS, pursuant to the authority of the 40 U.S.C. §§ 541; et seq., as amended, and rules, orders, and regulations issued pursuant thereto, the Navy has requested and the U.S. General Services Administration (GSA) has accepted the authority and responsibility to dispose of NWIRP Dallas; and,

WHEREAS, the United States of America, acting by and through GSA and the Navy (hereinafter sometimes jointly referred to as the "United States"), and the Texas State Historic Preservation Officer (Texas SHPO), and the Navy acknowledge the contemplated action meets the definition of "undertaking" for the purpose of compliance with Section 106 of the National Historic Preservation Act of 1966 (NHPA), (16 USC 470 et seq.), and implementing regulations 36 CFR 6(b)(2); and,

WHEREAS, the Advisory Council was invited to participate in consultation and declined participation (Exhibit 6); and

WHEREAS, the parties hereto pursuant to the *Criteria of Adverse Effect* (36 C.F.R. 800.5(a) (1)) agree that the contemplated disposal and transfer of NWIRP Dallas will have an adverse effect on historic properties; and this Memorandum of Agreement (MOA) is intended to resolve the adverse effect; and

WHEREAS, the Navy has completed inventories and investigations for all buildings and structures based on documentation, archival records and reconnaissance level archeological surveys, and developed and delivered to the Texas SHPO its *Integrated Cultural Resources Management Plan* ("ICRMP) for NWIRP Dallas; and,

Enclosure (1)

WHEREAS, based on review of the documentation, the United States and Texas SHPO have determined that no archeological sites are present; and;

WHEREAS, the United States acknowledges that buildings 1, 6, 7, 16, 49, 94 and 97 are historic properties that are eligible for inclusion in the National Register of Historic Properties (NRHP) under Criterion "A" for their association as Historic Military Properties of: (i) World War II and the Industrial Mobilization Era (1941-1947); (ii) the Cold War Era (1948-1989); and, (iii) the Post-Cold War Era (1990 to present); and,

WHEREAS, the United States and the Texas SHPO concur that the Area of Potential Effects (APE) for the transfer of the Property as defined in 36 C.F.R. 800.16(d) is limited to the boundaries of the NWIRP Dallas property as described in Exhibit 1; and,

WHEREAS, the parties to this agreement recognize GSA will ultimately transfer NWIRP Dallas to non-federal private development entities and that such ultimate transfer of NWIRP Dallas pursuant to 36 CFR 800.5(a)(2)(vii) incurs adverse effects on Buildings. 1, 6, 7, 16, 49, 94 and 97 illustrated in Exhibit 2; and,

WHEREAS, GSA is in the process of conducting a review process in accordance with the National Environmental Policy Act (NEPA) for the development of an Environmental Assessment for NWIRP Dallas, during which public involvement will be solicited for review of the effects of the disposal on historic properties and for consideration and development of historic properties reuse alternatives, including adaptive reuse; and,

WHEREAS, the GSA, the Navy, and the Texas SHPO concur that the United States can transfer title NWIRP Dallas to non-federal entities without further review under the NHPA, subject to the terms, conditions, and agreements hereafter set forth; and,

NOW THEREFORE, the United States, the Navy, GSA, and the Texas SHPO, agree that the referenced undertaking has the potential to affect historic properties at NWIRP Dallas and that the United States is committed to carrying out its responsibilities under Section 106 of the NHPA in accordance with the statements above and the following stipulations, thereby taking into account the effects of its property disposal activities on historic properties.

STIPULATIONS

The Navy shall ensure that the following measures are carried out:

I. Preservation and Maintenance of NWIRP Dallas Property Transferred to Non-Federal Ownership.

During the disposal phase for NWIRP Dallas, the Navy, subject to available funding, agrees to continue to preserve and maintain all buildings eligible for listing in the

National Register of Historic Places located on NWIRP Dallas and will not permit waste or deterioration of such buildings.

II. Documentation and Preservation of the NWIRP Dallas Historic Architectural Record.

The Navy shall acquire and document all past architectural records developed over the years concerning Facility Buildings 1, 6, 7, 16, 49, 94 and 97 located on NWIRP Dallas, including, but not limited drawings, blueprints, construction agreements, and correspondence, that are currently in the possession of Navy and Vought Aircraft Company, Inc and further agrees to work with the Texas SHPO in locating and establishing a suitable repository for such architectural records that will be available for public access.

III. Navy Point of Contact.

The NAVFAC SE Historic Preservation Officer (Navy HPO) or his assign will serve as the point of contact for the historic preservation issues associated with the Navy for NWIRP Dallas.

GSA shall ensure that the following measures are carried out:

IV. Transfer of Real Property That Contain Historic Properties

GSA agrees that in any ultimate conveyance of the Property to nonfederal ownership which includes Facility Buildings 1, 6, 7, 16, 49, 94 and 97, such conveyance shall contain the Historic Preservation Covenants in the clause form identified in Exhibit "3" and the Stipulations contained in Exhibit "4", "*General Stipulations, New Construction, Alteration, Demolition, or Adaptive Reuse of Character Defining Features within the NWIRP Dallas Property Boundary*", and Exhibit 5, "*List of Character-Defining Features*" which is hereby incorporated into this Agreement, and made a part hereof. Such covenants shall be made binding upon the ultimate nonfederal transferee, its successors and assigns, and shall run with the land.

V. GSA Point of Contact.

The Director, GSA Office of Property Disposal Greater Southwest Region (7PZ), or his assign will serve as the point of contact for the historic preservation issues associated with GSA for NWIRP Dallas

The Parties further agree as follows:

VI. Unanticipated Discoveries

If prior to federal transfer, any previously unidentified buildings, structures, sites, or objects are inadvertently discovered, evaluations will be performed to determine their eligibility for listing in the National Register.

If human remains are encountered at any time prior to transfer on any portion of the Property, the federal agency that discovered the remains, GSA or the Navy, will contact and consult with the Texas SHPO, in accordance with the Texas Antiquities Act, Title 9, Texas Natural Resources Code, Chapter 191. If the remains are determined to be of aboriginal origin, the requirements set forth under the Native American Graves Protection and Repatriation Act (NAGPRA) (43 CFR Part 10.4) will be followed.

If human remains are encountered at any time on any portion of the Property after transfer, the Grantee shall notify and consult with the Texas SHPO, in accordance with the Texas Antiquities Act, Title 9, Texas Natural Resources Code, Chapter 191. The Grantee will comply with any recommendations put forth by the Unmarked Burial Sites Preservation Board.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed pursuant to the agreement, or the manner in which the terms of this MOA are implemented, GSA and the Navy, will consult further with the objecting party to resolve the objection. If GSA and the Navy determine that such objection cannot be resolved, GSA and the Navy will forward all documentation relevant to the dispute to the Council including the GSA and Navy recommended resolution of the objection. Within 45 calendar days after receipt of all pertinent documentation, the Council will either:

1. Advise GSA and the Navy that it concurs with the GSA and the Navy recommended resolution, whereupon GSA and the Navy will respond to the objection accordingly; or
2. Provide GSA and the Navy with recommendations, which GSA and the Navy will consider in reaching a final decision regarding the dispute; or
3. Notify GSA and the Navy that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on the subject in dispute. Any Council comment provided in response to such a request will be considered by GSA and the Navy in accordance with 36 CFR 800.7(c)(4) with reference only to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute, and the responsibility of GSA and the Navy to carry out all actions under this MOA that are not the subject of the dispute will remain unchanged.

If the Council fails to provide recommendations or to comment within the specified time period, GSA and the Navy may implement the action subject to dispute under this Stipulation in accordance with its recommended resolution.

The GSA and the Navy responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. The GSA and the Navy will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. The GSA and Navy decision will be final.

VIII. Amendments and Noncompliance

If any signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other signatories to develop an amendment to this MOA pursuant to 36 CFR Part 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation XIV, below.

IX. Assignment

The parties to the MOA further understand and agree in a conveyance of any of the property hereinabove described, the SHPO may, at its discretion and without prior notice to the United States and/or any ultimate transferee of such property, convey and assign the enforcement of the historical covenants described in Exhibit 3 and general stipulations described in Exhibit 4 to a similar local, state or national organization under Section 170 (h)(3) of the Internal Revenue Code, provided that any such conveyance or assignment requires that conservation purposes for which the historical covenants were granted will continue to be carried out.

X. ~~XIV~~ Termination

If this MOA is not amended following the consultation set out in Stipulation XII, it may be terminated by any signatory (United States, GSA, the Navy, the Council, or the Texas SHPO). Within 30 days following termination, the GSA and Navy shall notify the signatories if it will initiate consultation to execute an MOA with signatories under 36 CFR §800.6(c)(1), or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

This MOA is executed by the following Federal and State agencies: GSA, the Navy, the ~~Council~~, and the Texas SHPO. The implementation of this MOA and its terms provide evidence that the GSA and the Navy has completed the Section 106 process by taking into account the effects of this undertaking on historic properties and affording the Council an opportunity to comment.

XI. ~~XV~~ ANTI-DEFICIENCY ACT

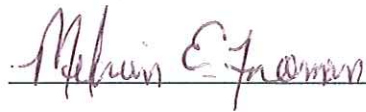
Any requirement for the payment or obligation of funds by the Government established by the terms of this agreement shall be subject to the availability of appropriated funds.

No provision in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC Section 1341.

SIGNATORIES:

UNITED STATES OF AMERICA

Acting By and Through the U.S. General Services Administration



Date: 12/6/10

Melvin Freeman, Director
Real Property Utilization and Disposal Division
Public Buildings Service, Greater Southwest Region (7PZ)

UNITED STATES NAVY

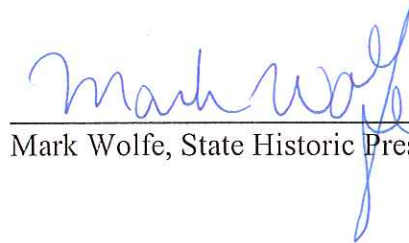
By Direction Authority of the Command



Date: 11/15/10

William F. Cords, P.E., Director
Infrastructure Business Operations Naval Air Systems Command Patuxent River, MD

**TEXAS STATE HISTORIC PRESERVATION OFFICE
TEXAS HISTORICAL COMMISSION, INC.**



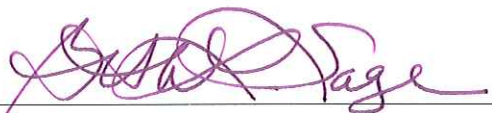
Date: 11/8/10

Mark Wolfe, State Historic Preservation Officer

SIGNATORIES

UNITED STATES OF AMERICA

Acting By and Through the U.S. General Services Administration

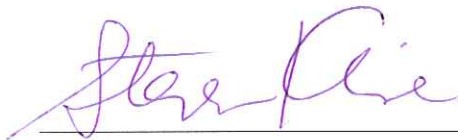


Date

12/6/10

Beth L. Savage, Federal Preservation Officer
Historic Buildings Division

CONCURRING



Date

12/6/10

Steven Kline
Regional Historic Preservation Officer
Southwest Sunbelt Region

Exhibit 1 – NWIRP Dallas Legal Description

Legal Description – Tract 1 - Vought Manufacturing Facility:

BEING a 314.880 acre tract of land situated in the Perry Finney Survey, Abstract No. 777, the Rowland Huitt Survey, Abstract No 616, the Elizabeth Crockett Survey, Abstract No. 222 and the John W. Kirk Survey, Abstract No 726, the City of Dallas, Dallas County, Texas and being all of those certain tracts of land described as FIRST TRACT, THIRD TRACT, FOURTH TRACT, FIFTH TRACT, SIXTH TRACT and the remainder of called SECOND TRACT as described to the United States of America (USA) by deed recorded in Volume 2918, Page 515 of the Deed Records of Dallas County, Texas (DRDCT) and all of that called 43.94 acre tract of land described to USA by deed recorded in Volume 3879, Page 552, DRDCT, said 314.880 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a brass monument (controlling monument) found for the northeast corner of said FIFTH TRACT and northwest corner of the remainder of a called 75.3 acre tract of land described to the City of Dallas by deed recorded in Volume 2274, Page 632, DRDCT and also being in the southerly right-of-way line of Jefferson Avenue (a variable width right-of- way);

THENCE, South 00°26'56" East, along the easterly line of said FIFTH TRACT and the westerly line of the remainder of said 75.3 acre tract of land and along the easterly line of said 43.94 acre tract of land, the westerly line of that certain tract of land described as TRACT NO 1 to the City of Dallas by deed recorded in Volume 2274, Page 629, DRDCT and the westerly line of a called 347 acre tract of land described to the City of Dallas by deed recorded in Volume 2691, Page 315, DRDCT, a distance of 2795.44 feet to a brass monument (controlling monument) found for the southeast corner of said 43.94 acre tract of land and a southwest corner of said 347 acre tract of land and being in the northerly line of the remainder of that certain tract of land described as FIFTH TRACT to Dallas Power and Light Company by deed recorded in Volume 1992, Page 1, DRDCT;

THENCE, along the southerly line of said 43.94 acre tract of land and the northerly line of said remainder of FIFTH TRACT, the following five courses and distances:

North 80°18'20" West, a distance of 329.36 feet to a point for corner;
South 56°20'40" West, a distance of 91.97 feet to a point for corner;
South 89°54'40" West, a distance of 308.50 feet to a point for corner;
North 79°48'20" West, a distance of 359.60 feet to a point for corner;
North 71°22'10" West, a distance of 315.98 feet to a point for corner in the approximate shore line of Mountain Creek Lake;

THENCE, along the approximate shore line of Mountain Creek Lake, the following six courses and distances:

South 00°32'20" East, a distance of 519.36 feet to a point for corner;
South 83°55'36" West, a distance of 156.86 feet to a point for corner;
South 26°57'10" West, a distance of 213.22 feet to a point for corner;
South 41°04'15" West, a distance of 128.12 feet to a point for corner;

South 67°43'33" West, a distance of 205.50 feet to a point for corner;

North 81°04'56" West, a distance of 59.37 feet to the southernmost southwest corner of, said FIRST TRACT and easternmost southeast corner of that certain tract of land described as TRACT to Vought Aircraft Industries, Inc. by deed recorded in Volume 2000146, Page 3042, DRDCT;

THENCE, North 01°17'28" West, along a westerly line of said FIRST TRACT and the easterly line of said TRACT III, a distance of 266.00 feet to an interior ell corner of said FIRST TRACT and the northeast corner of said TRACT III;

THENCE South 88°42'32" West, along a southerly line of said FIRST TRACT and the northerly line of said TRACT III, a distance of 511.20 feet to the southwest corner of said FIRST TRACT and the northwest corner of said TRACT III and being in the easterly line of said FOURTH TRACT;

THENCE, South 01°11'28" East, along the easterly line of said FOURTH TRACT and the westerly line of said TRACT III, a distance of 648.13 feet to the southeast corner of said FOURTH TRACT and being in the northerly right-of-way line of Skyline Road (a 100 foot right-of-way);

THENCE, North 89°51'01" West, along the southerly line of said FOURTH TRACT and the northerly right-of-way line of said Skyline Drive and along the southerly line of said remainder of SECOND TRACT, a distance of 1001.31 feet to the southwest corner of said remainder of SECOND TRACT and the southeast corner of a called 21.0251 acre tract of land described to the City of Grand Prairie by deed recorded in Volume 792, Page 252, DRDCT;

THENCE, North 01°26'12" West, along the westerly line of said remainder of SECOND TRACT and the easterly line of said 21.0251 acre tract of land and along the easterly line of a called 9.96 acre tract of land described to Sid Sharbaf by deed recorded in Volume 2004043, Page 14865, DRDCT, a distance of 1126.25 feet to the northwest corner of said remainder of SECOND TRACT and the northeast corner of said 9.96 acre tract of land and being in the southerly line of said THIRD TRACT;

THENCE, South 89°34'27" West, along the southerly line of said THIRD TRACT and the northerly line of said 9.96 acre tract of land and along the northerly line of that certain tract of land described as 1R by final plat of LOTS 1R AND 2R, BLOCK 2, SOL SPIGEL VILLAGE, FIRST INCREMENT, an addition to the City of Grand Prairie recorded in Volume 80247, Page 770, DRDCT, a distance of 1114.57 feet to the southwest corner of said THIRD TRACT and the northwest corner of said 1R and being in the easterly right-of-way line of SE 14th Street (a variable width right-of-way);

THENCE, North 00°28'33" West, along the westerly line of said THIRD TRACT and the easterly right-of-way line of said SE 14th Street and along the westerly line of said FIRST TRACT, a distance of 2470.42 feet to the northwest corner of said FIRST TRACT and being in the southerly right-of-way line of aforementioned Jefferson Avenue;

THENCE, North 85°59'56" East, along the northerly line of said FIRST TRACT and the

southerly right-of-way line of said Jefferson Avenue, a distance of 4601.18 feet to the POINT OF BEGINNING;

CONTAINING a calculated area of 13,716,154 square feet or 314.880 acres of land, more or less.

The tract of land herein described was taken from the survey conducted by Lyndon M. Hodgin, a Registered Professional Land Surveyor, Texas Registration Number 4584, dated November 29, 2007.

EXHIBIT 2 -NWIRP Dallas – Site Map with Locations of Buildings 1, 6, 7, 16, 49, 94 and 97

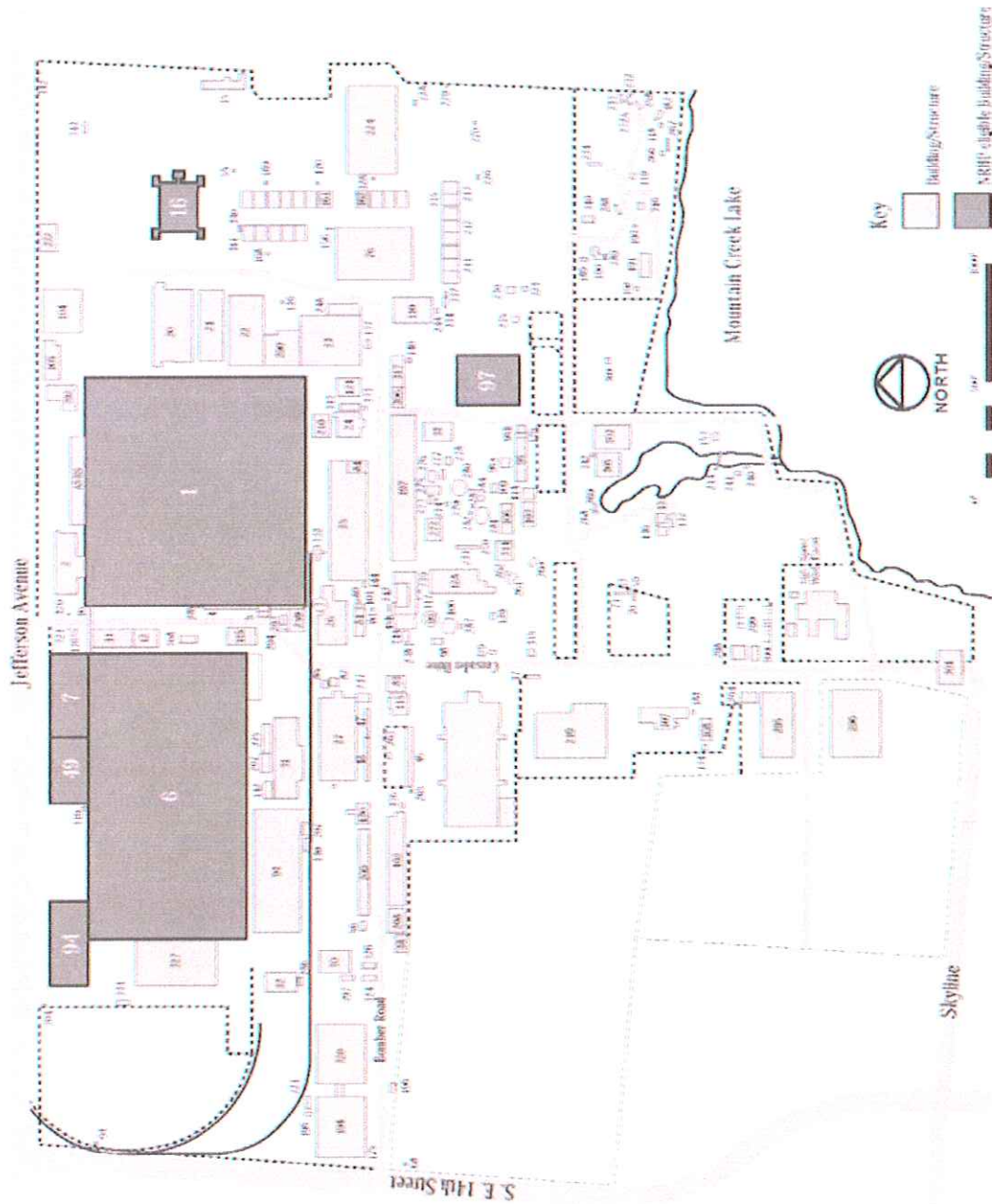


EXHIBIT 3
PRESERVATION COVENANT
FOR THE
CONVEYANCE OF HISTORIC PROPERTIES
AT NWIRP DALLAS

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the property hereby conveyed, for the property so designated "NWIRP DALLAS" containing 314 acres, more or less, or any part thereof, that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth, which are covenants running with the land; that the Grantee, its successors and assigns, covenants and agrees, that in the event the property, or any part thereof, is sold or otherwise disposed of, these covenants and restrictions are hereto attached and made a part hereof:

1. Buildings 1, 6, 7, 16, 49, 94, and 97 situated on said real property will be preserved and maintained in consultation with the State of Texas Preservation Officer (SHPO). Any proposed material rehabilitations, adaptive reuses, changes, alterations, or demolition of Buildings 1, 6, 7, 16, 49, 94, and 97 that would adversely impact the Character-Defining Features of such identified buildings located on said real property as further described in Exhibits 4 and 5, below, must be completed in consultation with the SHPO, following the process detailed in the General Stipulations attached to this covenant, and shall be performed in keeping with the Secretary's of the Interior's Standards for Rehabilitation, U.S. Department of the Interior, National Park Service, 1995. The SHPO will also be consulted on any other undertakings on the property that introduce visual, atmospheric or audible elements that diminish the integrity of the significant historic features of Buildings 1, 6, 7, 16, 49, 94, and 97.

2. No physical or structural changes or changes of color or surfacing will be made to the exterior of Buildings 1, 6, 7, 16, 49, 94, and 97 and architecturally or historically significant interior features without consulting with the SHPO.

3. Any unanticipated discoveries of Archaeological resources on said real property hereinafter made by Grantee, its successors and assigns, shall be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken in consultation with the SHPO in compliance with applicable State and Federal Statutes that deal with the treatment of archeological resources.

4. In the event of violation of the above restrictions, the SHPO may institute a suit against the property owner to enjoin such violation or for damages by reason of any breach thereof.

5. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity; however the SHPO may for good cause, and with relevant concurrence by the Advisory Council on Historic Preservation (ACHP), modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its

successors or assigns.

6. The acceptance of the delivery of this deed shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

7. Any development or redevelopment of Buildings 1, 6, 7, 16, 49, 94 and shall be in compliance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and plans shall be approved by the SHPO for guidance in planning the development and redevelopment of Buildings 1, 6, 7, 16, 49, 94, and 97. If the Owner and the SHPO are unable to agree on the proposed development, the Owner shall forward all relevant documentation to the ACHP. The Owner, SHPO, and the ACHP shall reach an agreement regarding the proposed development.

Exhibit 4

GENERAL STIPULATIONS

NEW CONSTRUCTION, ALTERATION, DEMOLITION OR ADAPTIVE REUSE OF CHARACTER DEFINING FEATURES WITHIN THE NWIRP DALLAS PROPERTY BOUNDARY

Rehabilitations according to Secretary of the Interior's Standards: Future property owners agree under these stipulations that all rehabilitations or alterations to Character Defining Features at NWIRP Dallas shall be performed in accordance with the *Secretary's of the Interior's Standards for Rehabilitation*, U.S. Department of the Interior, National Park Service, 1995. Necessary repairs and routine maintenance that do not materially affect historic features shall not be considered alterations under this stipulation. Covenants enforcing this stipulation shall be written into the deed transferring the property and shall obligate all future heirs, successors or assignees to the property. The process outlined below applies to the treatment of Character Defining Features and is outlined to provide a process that will address necessary undertakings and alterations that may be required by a subsequent property owner.

Since property changes over time, it is necessary that potential changes be considered while at the same time respecting the historic character of the property. Adaptive use of the property may require changes, and various laws that impact the health and safety of the building and its' occupants may also require changes. Because of the ever increasing requirements to operate facilities in a sustainable manner, some flexibility will be needed by future owners so that the property can remain economically viable. More specifically, new building materials, climate control systems, and energy efficient products will become more widely available and sometimes required by statute. These requirements may impact some of the Character Defining Features of the property. Future changes shall also consider the economic and technical feasibility of the property in the market place. These considerations shall be applied to any proposed alteration in a reasonable manner with proper respect for these features and consideration of alternatives before any final decision is made on any proposed change to a Character Defining Feature.

Outlining the Process for Alteration of a Historic Feature: The process outlined below explains the future treatment of Character Defining Features of the seven identified historic buildings eligible for inclusion for the *National Register of Historic Places* located at NWIRP Dallas. It explains how the Character Defining Features for said buildings will be protected post transfer. The Character Defining Features are listed on Exhibit 5. All Character Defining Features will be subject to the process outlined below if alteration of these features is proposed by a future owner.

Future undertakings or alterations to a Character Defining Feature will require the non-federal property owner to consult with the Texas State Historic Preservation Office (SHPO) prior to taking any action that may alter a previously defined Character Defining

Feature. The property owner must submit the proposed alteration project in writing to the SHPO early in the planning phase. This submission shall include the details of the alteration including architectural drawings, the need for this change, and explain what other options were considered and why they were determined not feasible. The Texas SHPO has 30-days to provide written comment. If the SHPO approves, the action can proceed. If written comment is not received in the 30-day period, the property owner can assume concurrence and proceed with the action.

If the SHPO objects to the proposed alteration, the property owner has 30 days to respond to that objection, and both parties are required to consult and attempt to resolve the issue. If after 30-days the issue is not resolved, then the proposal is forwarded to the Advisory Council on Historic Preservation (Council) and to the Preservation Officer at GSA, and both offices will provide written comment. A written opinion shall be provided by both the Council and GSA within a period of 30 days. If the issues are still not resolved, the property owner shall submit the final plan, including any changes to the plan as a result of the consultations, to the Texas SHPO, to the Council, and to GSA. The SHPO then has 30 additional days to provide final comment to all parties, and after this 30-day period the property owner may proceed with the proposal. HABS/HAER equivalent documentation will be required of the impacted feature and submitted to the SHPO for permanent curation. The procedure described under this stipulation shall take effect upon transfer of NWIRP out of Federal ownership.

Rehabilitations according to Secretary of the Interior's Standards: The GSA, SHPO, and the Council, FCPA, and FCPS agree that all rehabilitations or alterations of contributing structures at the site shall be performed in accordance with the Secretary's of the Interior's Standards for Rehabilitation, U.S. Department of the Interior, National Park Service, 1995. All plans and proposals for alterations to Character Defining Features shall be reviewed by the SHPO with an opportunity for review and comment afforded to both the Council and GSA.

Photographic documentation: If in the future, a Character Defining Feature is to be adversely affected, the party proposing the undertaking shall agree that any Feature adversely affected shall be documented using HABS/HAER equivalent documentation standards and submitted to the SHPO for permanent curation prior to the undertaking. The level of documentation, number and angle of photographic views, necessary drawings, and amount of history and context shall be coordinated with the SHPO prior to the taking of the photographs and completed photos shall be approved by the SHPO prior to the undertaking. The HABS/HAER equivalent documentation shall be the responsibility of the party proposing the undertaking.

Exhibit 5 - CHARACTER DEFINING FEATURES – NWIRP

Building Number	1	6	7	16	49	94	97
FEATURES BELOW							
Maintain Relationship with other Buildings	X	X	X	X	X	X	X
Maintain Blackout Type construction	X	X	X	X	X	X	
Maintain Concrete Slab on Grade	X	X		X	X	X	X
Maintain Steel Frame Construction	X		X			X	X
Maintain Exterior Concrete and Box Rib Steel Panels	X	X	X	X	X	X	X
Maintain Historic Doors and Systems	X	X	X		X	X	X
Maintain Roof System (can not change pitch)	X				X		
Maintain Passageway between Building 1 & 6*	X	X					
Maintain Concrete Columns		X		X	X		
Maintain Built up Roof, Gambrel with Parapet		X		X			
Maintain Concrete Bomb Baffles*	X	X	X				
Maintain Large Open Interior Space		X		X			
Maintain Decorative Entrance Doors*	X	X	X				
Maintain Interior Concrete Mushroom Columns*		X					
Maintain Interior Sliding Fire Doors and Masonry Walls that support those doors*		X					
Maintain Concrete with Basement			X				
Maintain Flat Build Up Roofing System			X			X	
Maintain Cantilevered Canopy*			X				
Maintain 16 Retractable Doors with Pilot Door				X			
Maintain Historic Windows, Steel Sash + Fixed Aluminum							X
Maintain Multilevel Roofing System							X
Maintain Underground Scale (does not have to operate)							X
Maintain Elevated Fire Door (does not have to be functional)							X
Maintain Exterior, No Sandblasting	X	X	X	X	X	X	X

***Photographs of these features are attached**

Exhibit 5 Photographs of Character Defining Features



Passageway between Building 1 and 6



Concrete Bomb Baffles



Concrete Bomb Baffle with Decorative Entrance Door



Decorative Entrance Doors



Interior Concrete Mushroom Columns



Interior Sliding Fire Doors and Masonry Wall



Interior Sliding Fire Doors and Masonry Wall



Cantilevered Canopy



Building 16 Retractable Doors with Pilot Doors

Exhibit 6
Advisory Council on Historic Preservation Letter



August 11, 2010

Mr. C. R. Destafney
PE Regional Environmental Director
Department of the Navy
Commander Navy Region Southeast
Box 102, Naval Air Station
Jacksonville, FL 32212-0102

*Ref: Proposed Transfer and Divestiture of NWIRP Dallas
Dallas, Dallas County, Texas*

Dear Mr. Destafney:

On August 3, 2010, the Advisory Council on Historic Preservation (ACHP) received the additional information in support of your notification of adverse effects of the referenced project on the properties listed on and eligible for listing in the National Register of Historic Places. Based upon the information you provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe that our participation in the consultation to resolve adverse effects is needed. However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer, affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Additionally, should circumstances change, and you determine that our participation is needed to conclude the consultation process, please notify us.

Pursuant to 36 CFR §800.6(b)(1)(iv), you will need to file the final Memorandum of Agreement (MOA), developed in consultation with the Texas State SHPO and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the MOA and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with the opportunity to review this undertaking. If you have any questions, please contact Louise Brodnitz at 202-606-8527, or via email at lbrodnitz@achp.gov.

Sincerely,

Raymond V. Wallace

Raymond V. Wallace
Historic Preservation Technician
Office of Federal Agency Programs

ADVISORY COUNCIL ON HISTORIC PRESERVATION
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